

The Honorable Benjamin H. Settle

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

Paulette M. Estes, on behalf of herself and her
marital community,

Plaintiff,

v.

Wells Fargo Home Mortgage;
Federal National Mortgage Association; and
Northwest Trustee Services, Inc.

Defendants.

Case No.: 3:14-cv-05234-BHS

**DECLARATION OF
PAULETTE M. ESTES**

I, Paulette M. Estes, declare as follows:

1. I am over the age of 18 and competent to testify. I make this declaration based on my own personal knowledge on the facts contained herein.

2. I own and reside in the property located at 18707 NE 229th Court, Brush Prairie, WA 98606. My husband, E.J. Estes, and I built our home over the course of two years in the early 2000's. The house is a single level structure that is wheelchair accessible, and was specifically designed to accommodate us as we aged.

3. In December 2007, my husband suffered a massive stroke. My husband spent three months in the hospital. The stroke left him completely disabled. He was confined to his bed

1 and needed assistance with all activities of daily living. I became my husband's full-time
2 caregiver, and I was authorized to act as guardian of the person and estate of my husband.

3 4. My husband passed away on May 3, 2014.

4 5. Prior to his stroke, both my husband and I worked at a commercial contractor in
5 Tigard, Oregon. Due to our loss of income following my husband's disability, and our inability
6 to work, I contacted Wells Fargo to request mortgage assistance in December 2008. When I
7 first contacted Wells Fargo, I was told to submit the necessary paperwork without an
8 application because requests for loan applications were so overwhelming, and Wells Fargo was
9 not able to keep up with the paperwork.
10

11 6. In April 2009, I received paperwork for applying for a HAMP loan modification after
12 months of contact with Wells Fargo. I immediately submitted completed paperwork. This
13 paperwork reflected that our household income was comprised of Social Security benefits for
14 both me and my husband.
15

16 7. In September 2009, I received Wells Fargo's offer of a HAMP trial period plan
17 ("TPP"). Prior to receiving this offer, I had paid my monthly mortgage payment by check; I
18 mailed this check to Wells Fargo each month. To participate in the TPP, the letter I received
19 stated that I needed to set up automatic payments that would be deducted from my checking
20 account. On October 2, 2009, I called Wells Fargo and set up automatic withdrawals for the
21 three trial payments.
22

23 8. In November 2009, I received a letter from Wells Fargo stating that I was in default
24 on my mortgage. I immediately called Wells Fargo to inquire about this letter. A Wells Fargo
25 representative named Melissa told me to continue making the trial payments. The
26 representative said that Wells Fargo was behind with its paperwork and would eventually "catch
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28

1 up.” I was told that we were in the trial period program. Each month thereafter, we continued
2 receiving letters stating that we were in default. I continued contacting Wells Fargo, each time I
3 was told that we were in the program and that I should continue with the payments.
4

5 9. Prior to entering the TPP, I had never been late and I had never missed a mortgage
6 payment. Even though my husband and I had suffered serious financial changes, I always paid
7 my monthly mortgage payments in full and on time. I only sent in a payment that was less than
8 the amount that was due because I was instructed to do this by Wells Fargo in order to
9 participate in the HAMP Program.
10

11 10. The tax assessed value of my property was \$561,900 in 2009. *See Exhibit A,*
12 *attached.* The tax assessed value of my property was \$434,970 in 2010. *See Exhibit B,*
13 *attached.* I looked on Zillow (www.zillow.com) and this website estimates that in September
14 2009, my property was worth \$533,000. *See Exhibit C, attached.* I believe that the Zillow
15 value accurately reflected my home’s value in September 2009.
16

17 11. In September 2009, the balance on my loan with Wells Fargo was \$285,777.93. My
18 husband and I also had a home equity line of credit with Washington Mutual. We owed
19 approximately \$112,674.00 on this loan in September 2009.
20

21 12. On January 2010, I called Wells Fargo to check on the status of the loan
22 modification. I was instructed by a representative, named Krista, to fax Wells Fargo copies of
23 my last three months of bank statements.
24

25 13. On March 2010, I called Wells Fargo to check on the status of the loan
26 modification. I was told to re-fax all my financial documents. This paperwork reflected that
27 our household income was comprised of Social Security benefits for both me and my husband.
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1 14. While undergoing legal guardianship of my husband, our attorney contacted Wells
2 Fargo and requested they permanently modify our loan. He also requested they correct the
3 negative credit reporting to the credit bureaus that I saw when I reviewed my credit report.
4 Wells Fargo agreed to correct the negative credit reporting, and sent me a letter stating they had
5 done so. However, our credit report shows they did nothing to correct the negative marks on
6 our credit.
7

8 15. In early 2011, I submitted an online complaint to the Office of the Controller of the
9 Currency. I was contacted by Kelly Crippen of Wells Fargo who was assigned to investigate
10 my complaint. While working with Ms. Crippen over the next several months, faxing her tons
11 of documentation, and exchanging many telephone calls, I was told by her we were within
12 \$406.00 of qualifying for the HAMP modification. She suggested that I eliminate our
13 handicapped-accessible van payment of \$465.00. She promised that if I made this change,
14 Wells Fargo would offer me a modification. Several of my siblings offered to take over this
15 payment. Kelly asked that we fax her verification of their intent to take over the van payments
16 and confirmation that two month's payments on the van would be made up front by my siblings.
17 My siblings verified their intent, made the payments, and confirmed this information to Kelly
18 by fax. In July 2011, I received a telephone call from Thomas Lindeman of Wells Fargo who
19 told me eliminating the van payment did not fix the problem and Wells Fargo would not offer
20 me a modification. He also said that Kelly did not tell me that changing the payment would
21 result in a modification. He said she told me "it might" fix the problem. This is not true. Kelly
22 promised that if I eliminated the van payment, I would receive a modification.
23
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25

26 16. I expected that Wells Fargo would treat me fairly and provide me with accurate
27 information about the HAMP Program. I looked to them for information and advice on my
28

1 options for keeping my home. Wells Fargo did not help me. Instead, Wells Fargo
2 representatives have consistently provided me with information that I later determined to be
3 false.
4

5 17. I have spent countless hours submitting my financial documents to Wells Fargo. I
6 believe I have faxed over 500 pages of documents to Wells Fargo over the last five years. My
7 housing counselor and attorneys have also submitted hundreds of documents on my behalf.

8 18. For the last five years, I have lived in constant fear of losing our family home. I
9 experienced a sense of dread each time I pulled into our driveway because I expected that there
10 might be a new foreclosure notice posted on the home. My fear was increased because I
11 believed that if we lost our home, I would not be able to find a home that would meet my
12 husband's needs. I feared that I would be forced to put my husband in a nursing home, which I
13 did not want to do. I wanted to keep my husband in our home where I could care for him and
14 where we could be together.
15

16 19. I would often wake up very early in the morning and would not be able to get back
17 to sleep because I would be thinking about the mortgage delinquency and what I would do if we
18 were foreclosed on.
19

20 20. I suffered extreme embarrassment and humiliation because of the fact that I was
21 delinquent on my mortgage. I was embarrassed that my neighbors had seen foreclosure notices
22 on my property. I was embarrassed that I had to tell my family members about the delinquency,
23 especially because I had always been current on my bills. I was constantly embarrassed that I
24 had to tell my husband's nurses about the possible foreclosure and the situation with Wells
25 Fargo.
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21. Throughout the last five years I have also been angry with Wells Fargo because they lied to me and misled me. I now believe they never intended to modify my loan. They have had me jumping through hoops for over 5 years, and I have received conflicting information from their representatives. This anger has only been increased by the fact that each time I filed a complaint about what Wells Fargo did, the responses to my complaints only referred to conversations and documents that benefited them, and omitted the false promises and assurances Wells Fargo representatives gave me throughout this process. It has been infuriating.

22. I made the trial payment of \$1,167 consistently since October 2009 with only one exception; in November 2012, my HUD housing counselor instructed me to withhold a payment after an unsuccessful foreclosure mediation with Wells Fargo. Wells Fargo accepted these payments, with the exception of the payments made in January 2011, February 2011, March 2011, and October 2013, which were returned to me. Based on these records, I made this payment 48 times.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true to the best of my knowledge.

DATED this 13th day of November, 2014, at Brush Prairie, Washington.

/s/ Paulette M. Estes
Paulette M. Estes
Plaintiff

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Certificate of Service

I hereby certify that on the date given below, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will send electronic notification of such filing to the following persons:

Molly J. Henry
Robert J. Bocko
Keesal, Young & Logan
1301 Fifth Avenue, Suite 3300
Seattle, WA 98101
Attorneys for Defendants Wells Fargo and Federal Nation Mortgage Association
Emails: Molly.Henry@KYL.com
Robert.Bocko@KYL.com

And served a copy upon the following persons(s) via First Class U.S. mail, postage prepaid:

Charles E. Katz
Northwest Trustee Services, Inc.
1241 East Dyer Road, Suite 250
Santa Ana, CA 92705
Attorney for Defendant Northwest Trustee Services. Inc.

DATED this 17th day of November, 2014, at Seattle, Washington.

/s/ Marcia Gay

Marcia Gay

Paralegal

Northwest Consumer Law Center

Exhibit A

020230600800001358030000605153000030257369

Exhibit B

CLARK COUNTY TREASURER 2010 1st Half Tax And Assessment

Property Tax Questions: (360) 397-2252
 Internet Address: <http://www.clark.wa.gov/treasurer/index.html>
 Property Value Questions: (360) 397-2391
 Property Account Number: 202306008
 Property Type: Real



DOUG LASHER
CLARK COUNTY TREASURER
 1300 Franklin Street
 Vancouver, WA 98660

Year	Values	%Change Values	Levy Rate
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2009 561,900 10.7227546423

2010 434,970 0.23% 13.1923914458

Property Taxes Paid in 2009 6051.53

Interest and Penalty Paid in 2009 .00

ESTES E JOE & ESTES PAULETTE M
 PO BOX 1526
 BRUSH PRAIRIE WA 98606-0047

76283

1/1



Abbreviated Legal	Property Situs Address	Message
RASPBERRY RIDGE LOT 4 2.16A SUB 99	18707 NE 229TH CT BRUSH PRAIRIE, WA 98606	
Tax Area: 098001		

Detailed information as to the breakdown of all taxes, assessments and fees for prior years is available <http://www.clark.wa.gov/treasurer/index.html>

Voted Levy	Levy Rate	Taxes
SD098 HOCKINSON SCHOOL FIRE DISTRICT 03	5.9848540668 .1522951614	2603.23 66.24
2010 Voted Levy and Taxes	6.1371492282	2669.47
Non Voted Levy	Levy Rate	Taxes
CLARK COUNTY	1.3024630117	566.54
CLARK COUNTY ROAD	1.7789657633	773.79
CONSERVATION FUTURES	.0585861308	25.49
FIRE DISTRICT 03	1.5000000000	652.46
STATE SCHOOLS	2.0247768481	880.72
FVR LIBRARY	.3802805692	165.41
MOSQUITO CONTROL	.0101698945	4.43
2010 Non Voted Levy and Taxes	7.0552422176	3068.84

Assessments and Fees	
CLEAN WATER PROGRAM - TYPE 2S	26.40
Assessments and Fees	26.40

Total Taxes, Assessments and Fees 2010	5764.71
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Tax Payment Options						
Mortgage Company	Pay	Due Date	Base Amount	Interest	Penalty	Total Due
WELLS FARGO HOME MORTGAGE	2010 Full Tax	10/31/2010	5764.71	.00	.00	5764.71
	2010 Half Tax	04/30/2010	2882.37	.00	.00	2882.37
	Prior Years Delinquent		.00	.00	0.00	.00

THIS COUPON MUST ACCOMPANY PAYMENT

Property Account Number: 202306008



2009-135597

Total Due If Paid By: April 30, 2010

Years	Base Amount	Interest	Penalty	Total
2010	5764.71	.00	.00	5764.71
2009	.00	.00	.00	.00
2008	.00	.00	.00	.00
2007 & Prior	.00	.00	.00	.00

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HALF DUE	TOTAL DUE
\$ 2,882.37	\$ 5,764.71

ESTES E JOE & ESTES PAULETTE M
 PO BOX 1526
 BRUSH PRAIRIE, WA 98606

Make checks payable to **CLARK COUNTY TREASURER'S OFFICE**

PO Box 9808
 Vancouver, WA 98666

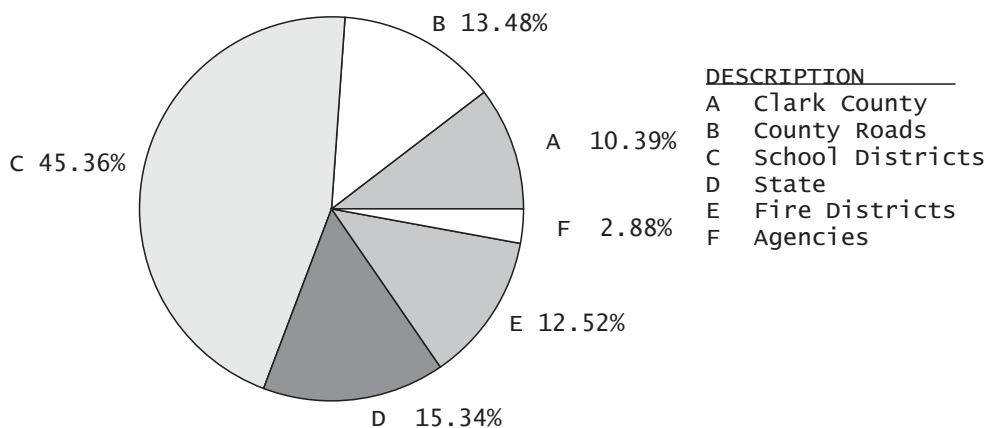


020230600800001355970000576471000028823749

Comparison of Tax History

Voted Levy	2009 Levy Rate	2009 Taxes	2010 Levy Rate	2010 Taxes	% Difference Levy Rate	% Difference Taxes
SD098 HOCKINSON SCHOOL	4.4546253456	2503.06	5.9848540668	2603.23	34.35	4.00
FIRE DISTRICT 03	.1242611322	69.82	.1522951614	66.24	22.56	-5.13
2010 Voted Levy and Taxes	4.5788864778	2572.88	6.1371492282	2669.47	34.03	3.75
Non Voted Levy	2009 Levy Rate	2009 Taxes	2010 Levy Rate	2010 Taxes	% Difference Levy Rate	% Difference Taxes
CLARK COUNTY	1.1185061997	628.48	1.3024630117	566.54	16.45	-9.86
CLARK COUNTY ROAD	1.4986952106	842.12	1.7789657633	773.79	18.70	-8.11
CONSERVATION FUTURES	.0507117384	28.50	.0585861308	25.49	15.53	-10.56
FIRE DISTRICT 03	1.2379193085	695.59	1.5000000000	652.46	21.17	-6.20
FVR LIBRARY	.3386524059	190.29	.3802805692	165.41	12.29	-13.07
MOSQUITO CONTROL	.0089931814	5.06	.0101698945	4.43	13.08	-12.45
STATE SCHOOLS	1.8903901200	1062.21	2.0247768481	880.72	7.11	-17.09
2010 Non Voted Levy and Taxes	6.1438681645	3452.25	7.0552422176	3068.84	14.83	-11.11

Senior Exemptions
EMS levies and Park &
Recreation levies, such as
Greater Clark Parks, are voter
approved regular levies. Thus
they should be considered as
regular levies. Senior qualified
properties are not exempted
from paying these levies.



If first half of the Property Account Statement is paid on or before April 30, the remainder is due and payable on or before October 31. If one half is paid after April 30 but before October 31, together with applicable interest and penalties on the full amount, the remainder shall be due and payable on or before October 31. Except PERSONAL PROPERTY – NO HALF PAYMENT CAN BE ACCEPTED ON CURRENT YEAR PERSONAL PROPERTY TAX AFTER APRIL 30. If one half is not paid on or before April 30, the entire personal property tax is delinquent and must be paid in full, plus applicable interest and penalty (RCW84.56.020).

Interest charged is 12% per annum computed on a monthly basis on the full year amount of tax unpaid from the date of delinquency until paid. A penalty of 3% of the full year amount of tax unpaid shall be assessed on the tax delinquent on June 1st of the year in which the tax is due. An additional penalty of 8% shall be assessed on the amount of tax delinquent on December 1st of the year in which the tax is due. (RCW84.56.020).

DISTRAINT (Seizure): Personal Property is immediately subject to distraint when taxes become delinquent (RCW84.56.070, RCW84.56.090). **Current year Personal Property Tax is based on the value of property as of January 1st of the prior year. When property is sold, disposed of, or removed from the county, all taxes, delinquent and current, including the next year's tax, must be paid. (RCW84.56.090)**

PAYMENT DATES: If the first half of the current year real or personal property bill is \$50.00 or more and is paid on or before **April 30**, the remainder is due and payable on or before **October 31**. If one half is paid after **April 30**, but before **October 31**, together with the applicable interest and penalty on the full amount of the unpaid balance for that year, the remainder shall be due and payable on or before **October 31**, and shall be delinquent after that date, except **PERSONAL PROPERTY – NO HALF PAYMENT CAN BE ACCEPTED ON CURRENT YEAR PERSONAL PROPERTY TAX AFTER APRIL 30**. If one half is not paid on or before **April 30**, the entire personal property tax is delinquent and must be paid in full, plus applicable interest and penalty (RCW84.56.020).

ADDRESS CHANGE FORM

Name _____

Street _____

City _____ State _____ Zip _____

☐ Business has relocated

☐ Change of mailing address only Phone _____

Exhibit C

estimate ▾

1 year 5 years 10 years

